

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

07- *R* -0569

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THIRD PARTY COST SHARING AGREEMENT WITH JH HOLDINGS, INC. AND 3280 PEACHTREE I, LLC, TO CONSTRUCT THE SEWER SYSTEM IN THE REVITALIZATION AREA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2J28 (2004 WATER & WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q38I02739999 (SEWER GROUP ONE REHABILITATION); AND FOR OTHER PURPOSES.

WHEREAS, JH Holdings, Inc. ("Coro"), a Georgia limited corporation, is constructing a mixed-use project to include office, retail, multi-family residential, hotel and restaurants ("Coro Project"); and

WHEREAS, 3280 Peachtree I, LLC ("Cousins"), a Georgia limited liability company, is constructing a multi-phase, multiple building, mixed use project, including office, retail and multi-family residential uses ("Cousins Project"); and

WHEREAS, the City of Atlanta ("City") has determined the existing sewer capacity and sewer lines in the area along Piedmont Road between Peachtree Road and Mathieson Drive and along a segment of Mathieson Drive are inadequate in size and condition to provide the capacity required by governmental standards to adequately service additional flow resulting from the Coro and Cousins Projects ("Projects"); and

WHEREAS, the City has determined that in order to provide adequate sewer capacity for the Projects certain sewer improvements are required; and

WHEREAS, Coro and Cousins have agreed to contribute to the costs of the needed sewer improvements so that adequate sewer capacity is available to support the Projects and to ensure that the development of the Projects is not delayed; and

WHEREAS, the City, Coro and Cousins have agreed to execute a cost sharing agreement where each party will be responsible for one-third (1/3) of the costs of the sewer improvements; and

WHEREAS, the City's current annual contract with Southeast Pipe Survey, Inc., FC-2006007907, Annual Contract for Small Diameter Sewer Improvements- Pipe Bursting, is appropriate to perform the work necessary for the sewer improvements;

WHEREAS, the Commissioner of the Department of Watershed Management has recommended the execution of a cost sharing agreement with Coro and Cousins.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute a cost sharing agreement with JH Holdings, Inc. (“Coro”) and 3280 Peachtree I, LLC (“Cousins”) in substantial form as the agreement attached hereto as Exhibit “A” (“Agreement”) to provide for sewer improvements at the stated properties with each party sharing one-third (1/3) each in the project, wherein the City’s proportionate share is estimated to be Two Hundred Sixty Six Thousand Six Hundred Sixty Seven Dollars and No Cents (\$266,667.00), and further providing that such work be performed by the City.

BE IT FURTHER RESOLVED, that all work contemplated by the Agreement will be performed pursuant to the City’s annual contract with Southeast Pipe Survey, Inc., FC-2006007907, Annual Contract for Small Diameter Sewer Improvements- Pipe Bursting and will be charged to and paid from Fund, Account and Center Number 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities Other Than Buildings) Q38I02739999 (Sewer Group I Rehabilitation).

BE IT FURTHER RESOLVED, that all funds received from Coro and Cousins, as contemplated by the Agreement, being Coro’s and Cousins’ proportionate 1/3 share of the project costs, will be allocated to Fund, Account and Center Number 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities Other Than Buildings) Q38I02739999 (Sewer Group One Rehabilitation) and such funds will be specifically allocated back to FC-2006007907, Annual Contract for Small Diameter Sewer Improvements- Pipe Bursting, for use in future projects contemplated by the same agreement.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate agreement for execution by the Mayor in substantial form as Exhibit “A”.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Coro and Cousins.

SEWER SERVICES AGREEMENT

THIS SEWER SERVICES AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2006 ("Effective Date") by and among the City of Atlanta, a municipal corporation organized under the laws of the State of Georgia ("City"), JH Holdings Inc., a Georgia limited corporation ("Coro"), and 3280 Peachtree I LLC, a Georgia limited liability company ("Cousins"). The City, Coro and Cousins are referred to collectively as "Parties" and individually as "Party."

NOW, THEREFORE, in consideration of the mutual covenants contained herein as well as other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. IN GENERAL.

1.1 Coro has proposed the construction of certain residential buildings and other buildings to consist of a mixed-use project to include office, retail, multi-family residential, hotel and restaurants on the property of JH Holdings, Inc., as described on Exhibit "A", attached and incorporated into this Agreement (the "Coro Project"). Cousins has proposed and is at the time of this Agreement in the process of constructing a multi-phase, multiple building, mixed use project, including office, retail and multi-family residential uses, on the property of 3280 Peachtree I LLC described on Exhibit "B", attached hereto and incorporated into this Agreement (the "Cousins Project;" the Coro Project and the Cousins Project being hereinafter referred to collectively as the "Projects").

1.2 The City has determined that existing sewer capacity, and the existing sewer lines, in the area shown on Exhibit "C" along Piedmont Road between Peachtree Road and Mathieson Drive, and also along a segment of Mathieson Drive, as further described below, are inadequate in size and condition to provide the capacity required by government standards to adequately service additional flow resulting from the proposed Projects. The City has further determined that in order to provide adequate sewer capacity for the Projects certain sewer improvements will be required. Coro and Cousins have agreed to donate and otherwise contribute to the costs of the needed sewer improvements so that adequate sewer capacity is available to support the Projects and to ensure that the development of the Projects can otherwise continue, as further set out in this Agreement.

Specifically, the sewer improvements are depicted and more particularly described in the attached plans entitled "The Piedmont Road Capacity Improvement Project," prepared by the City of Atlanta Department of Watershed Management, Bureau of Engineering Services, dated _____, said plans being attached and incorporated into this Agreement as Exhibit "C" (the "Sewer Improvements"). Upon completion, the Sewer Improvements will provide adequate sewer capacity needed for the Projects, as defined in Exhibits "A" and "B", being estimated as aggregate of 345,000 gallons per day average daily flow to service the Coro Project, which is in addition to flows from the Coro Project existing and permitted at the time of this Agreement; and

an aggregate of 570,000 gallons per day average daily flow to service the Cousins Project, which is in addition to flows from the Cousins Project existing and properly permitted at the time of this Agreement.

ARTICLE 2. CONTRIBUTION SHARE OF SEWER PROJECT.

2.1 The Parties have determined that the estimated Project Costs of the Sewer Improvements is \$800,001.00 ("Project Estimate"). The cost sharing arrangement is as follows:

2.1.1 Coro shall contribute one-third (1/3) of the total Project Costs of the Sewer Improvements, said share of Project Costs being estimated as \$266,667.00 ("Coro Contribution"); and

2.1.2 Cousins shall contribute one-third (1/3) of the total Project Costs of the Sewer Improvements, said share of Project Costs being estimated as \$266,667.00 ("Cousins Contribution"); and

2.1.3 The City shall contribute one-third (1/3) of the total Project Costs of the Sewer Improvements, said share of Project Costs being estimated as \$266,667.00 (the "City Contribution"); and

2.1.4 In the event that the total Project Costs exceed the Project Estimate, the City, Coro and Cousins shall each be responsible for one-third (1/3) share of such amounts that exceed the Project Estimate ("Project Overrun Charges")

ARTICLE 3. GOVERNMENT APPROVALS AND BUILDING PERMITS.

3.1 The City, by Resolution No. _____ adopted by the Council on _____, 2006 and approved by the Mayor on _____, 2006 has authorized the execution of this Agreement. A true and correct copy of _____ is attached hereto as **Exhibit "D"**.

3.2 The City will be responsible for and shall obtain all state, local and governmental permits and approvals required for the Sewer Improvements at the cost of the City and will exercise all reasonable due diligence to obtain such applicable approvals and permits. Specifically, the City will obtain permits and approvals from the State Department of Transportation to perform the Sewer Improvements work in the affected rights of way and will obtain applicable approvals from the Georgia Environmental Protection Division in a timely manner sufficient to complete the Sewer Improvements in accordance with this Agreement.

3.3 The Parties acknowledge that certain building permits will be requested and obtained by Cousins and Coro from the City of Atlanta in order to develop the Projects in accordance with Exhibits "A" and "B", the Cousins Project being underway at the time of this Agreement. If Coro fails to pay the Coro Initial Contribution (as hereinafter defined) in accordance with the terms of this Agreement, Coro acknowledges and agrees that the

City will not issue a sewer capacity certification for any portion of the Coro Project for which a sewer capacity certificate is requested, and as a result, no certificate of occupancy will be issued for the same. In the event that Coro fails to pay its share of Project Overrun Charges (as hereinafter defined) in accordance with this Agreement, Coro acknowledges and agrees that the City will not issue certificate of occupancy for any portion of the Coro Project for which the same is requested until such time that payment is made.

3.4 If Cousins fails to pay the Cousins Initial Contribution (as hereinafter defined) in accordance with the terms of this Agreement, Cousins acknowledges and agrees that the City will not issue a sewer capacity certification for any portion of the Cousins Project for which a sewer capacity certificate is requested, and as a result, no certificate of occupancy will be issued for the same. In the event that Cousins fails to pay its share of Project Overrun Charges (as hereinafter defined) in accordance with this Agreement, Cousins acknowledges and agrees that the City will not issue a certificate of occupancy to any portion of the Cousins Project for which the same is requested until such time that payment is made (collectively this Section 3.3. shall be referred to as the "Building Permit Condition"). Except for the Building Permit Condition, there shall be no sewer capacity requirements or limitations in any building permit or Certificate of Occupancy issued by the City for the Projects or any portion thereof and the Building Permit Condition shall not apply to buildings currently in operation or under construction within the Coro Project or the Cousins Project for which sewer capacity certifications have been issued at the time of this Agreement.

ARTICLE 4. SEWER PROJECT CONSTRUCTION.

4.1. The Parties hereby agree that the City will be responsible for the final design and all construction of the Sewer Improvements, provided that Coro and Cousins shall turn over to the City at the time of this Agreement all design plans for the Sewer Improvements and the City may utilize such plans and has appropriate permission and authority from Coro and Cousins, each only for itself (and not on behalf of the other or any engineering firm involved in the preparation of such plans), to otherwise incorporate at its discretion such plans for the final design of the Sewer Improvements.

4.2 The City agrees to undertake the construction and installation of the Sewer Improvements through a contractor hired by the City for such purpose (the "Contractor"). The Sewer Improvements will be constructed and installed by the City in accordance with the City's final approved plans and specifications, said final plans attached as Exhibit "C".

4.3 The City agrees that it will mobilize and begin construction on the Sewer Improvements no later than February 1, 2007 and will prosecute the construction and installation of the Sewer Improvements continuously and expeditiously until completion thereof.

4.4 In the event that the City fails to commence construction of the Sewer Improvements by February 1, 2007, Cousins, at its discretion, may undertake to construct

a portion of the Sewer Improvements known as the "Cousins Segment", being described in Exhibit "C" and being summarized as approximately 125 LF of 15" diameter pipe from an existing manhole on the 10" pipe, running with the street, and approximately 76 LF of 12" diameter pipe crossing Piedmont Road towards the Cousins' property. The cost of obtaining permits for the Cousins Segment connection from the Cousins Project to the existing manhole designated MH 128A as shown on Exhibit "C" shall be included in the Project Costs, but the construction and installation of the Cousins Segment by Cousins shall not be included in the Sewer Improvements, it being acknowledged that the Cousins Segment may be constructed and installed by Cousins in the discretion of Cousins and at Cousins' expense, whether or not the City commences or completes construction of the Sewer Improvements as required by this Agreement ("Cousins Option").

If Cousins elects to exercise the Cousins Option, the City agrees to fully cooperate with Cousins in connection with the permitting for and the construction and installation of same. Cousins shall notify the City in writing of its intent to construct the Cousins Segment no later than February 5, 2007. The Cousins Segment shall be constructed in accordance with the final plans and specifications of Exhibit "C" and City requirements and shall be dedicated to and accepted by the City as a public sewer facility upon final completion in accordance with the plans and specifications of Exhibit "C" and final approval by the City. Final approval and acceptance by the City of the Cousins Segment will be conditioned on submittal of final as-built drawings confirming construction of the Cousins Segment in accordance with Exhibit "C" and all City requirements. Cousins shall follow all applicable laws with respect to constructing the Cousins Segment.

4.5 The City shall require that the Contractor and its subcontractors comply with the applicable provisions of federal, state and local safety laws in an effort to prevent accidents, damages, injury or loss to persons on, about or adjacent to the Sewer Improvements, the materials and equipment to be incorporated therein, and other property on or about the Sewer Improvements or adjacent thereto.

4.6 The City shall keep records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Sewer Improvements including the work performed hereunder and the costs associated therewith. Such records, books, correspondence, instructions, drawings, receipts vouchers, memoranda and similar data, shall be kept in accordance with generally accepted accounting principles and procedures when appropriate, and the City shall preserve such records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data for a period of two (2) years after the expiration or termination of this Agreement. Coro and Cousins shall be afforded access to all such documents upon request, and shall, at its expense, be entitled to audit such records.

4.7 The City shall provide periodic written reports to Coro and Cousins on the progress of the Sewer Improvements in reasonable detail and format. The Parties shall meet monthly, or if necessary, more frequently, to review the progress made on the Sewer Improvements. The Commissioner of Watershed Management (or an individual

designated by him/her), a representative of the City, a representative of the Contractor and a representative of each of Coro and Cousins shall attend such meetings.

4.8 The City acknowledges that the timely commencement and completion of the Improvements as required by this Article are critical to meet the occupancy (and certificate of occupancy) requirements of the Terminus 100 building, which is the initial development within the Cousins Project.

4.9 Upon construction and installation of the Sewer Improvements by the City, Coro or its successors in title to the property of Coro Project will be entitled to additional sewer capacity of not greater than an aggregate of 345,000 gallons per day average daily flow to service all phases of the Coro Project regardless of when each phase is constructed(not including existing sewer connections now in service as of the date of this Agreement); and Cousins or its successors in title with respect to the property of Cousins Project will be entitled to sewer capacity of not greater than an aggregate of 570,000 gallons per day average daily flow to service all phases of the Cousins Project regardless of when each phase is constructed (including sewer capacity existing and permitted as of the date of this Agreement). Upon construction and installation of the Sewer Improvements, the City will own the Sewer Improvements and will control all associated sewer capacity.

4.10 The City represents that it has and will maintain sufficient wastewater treatment capacity to accommodate the flow from the Projects.

ARTICLE 5. PAYMENT

5.1 "Project Costs" shall mean all sums paid or incurred for construction of the Sewer Improvements, including all cost that the Contractor shall incur to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Sewer Improvements, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Sewer Improvements. Project Costs shall not include design costs or costs of obtaining permits for the Sewer Improvements.

5.2 Each of Coro and Cousins shall pay \$266, 667.00 to the City within fifteen (15) days of this Agreement ("Coro Initial Contribution" or "Cousins Initial Contribution", respectively).

5.3 The City shall submit a payment application to Coro and Cousins for payment by each of Coro and Cousins of final accounting for the Project Costs, including any Project Overrun Charges upon the completion of the Sewer Improvements ("Final Payment Application"). The Final Payment Application shall include documentation supporting the Project Costs, including any Project Overrun Charges for which the City seeks payment. Underruns in certain budget categories may be applied to overruns in other budget categories. The Final Payment Application shall be in a format specified by the City, and the City shall certify therein that it has paid or will pay all Project Costs for which it is responsible.

Each of Coro and Cousins shall pay to the City within thirty (30) days of receipt by it of the properly completed Final Payment Application an amount its respective 1/3 share any Project Overrun Charges reflected on such Final Payment Application.

5.4 In the event that the total Project Costs are less than the Project Estimate, as determined on the Final Payment Application, the Parties will share an amount equal to 1/3 each of the difference between the Project Costs and the Project Estimate. The City will make payment of any such credit amount to each of Coro and Cousins within 60 days of the Final Payment Application, provided that all payments from such party have been received.

5.5. Coro and Cousins shall further donate and otherwise grant at no cost to the City all permanent and temporary construction easements and rights of entry reasonably necessary for the Sewer Improvements. Coro and Cousins shall each agree to execute all appropriate legal documents to effectuate the same.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 ENTIRE AGREEMENT.

This Agreement supersedes all prior discussions and agreements among the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this Agreement is executed and specifically referencing such a modification or amendment.

6.2 BINDING EFFECT

This Agreement shall injure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

6.3 SEVERABILITY

In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part hereof.

6.4 FURTHER ASSURANCES

On and after the Effective Date, each Party shall, at the request of any other, make, execute and deliver or obtain and deliver all such certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which any Party may reasonably require to effectuate the provisions and the intentions of this Agreement.

6.5 CAPTIONS

All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Agreement, shall not supplement, limit or otherwise vary the text of this Agreement in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular paragraphs and subparagraphs by number refer to the text of the paragraphs or subparagraphs so numbered in this Agreement.

6.6 GENDER

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

6.7 EXHIBITS

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is, and shall be, construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

6.8 REFERENCES

All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraphs of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof.

6.9 RIGHTS CUMULATIVE

Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

6.10 NOTICES

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by UPS Next Day Air Note or overnight courier, or by hand delivery by reputable courier, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party may from time to time and at any time

change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Parties any notices, requests, demands or other communications required or permitted to be given hereunder by such Party.

To City: Commissioner of Watershed Management
Suite 5400
55 Trinity Avenue
Atlanta, Georgia 30303

and Chief Operating Officer
Office of the Mayor, Suite 2400
55 Trinity Avenue
Atlanta, Georgia 30303

with a copy to: City Attorney
68 Mitchell St., SW
Suite 4100
Atlanta, Georgia 30303

To Coro: JH Holdings Inc.
C/O Coro Realty Advisors, LLC
3715 Northside Parkway
400 NorthCreek Suite 100
Atlanta, Georgia 30327

To Cousins: (Prior to April 1, 2007)
3280 Peachtree I LLC
c/o Cousins Properties Incorporated
2500 Windy Ridge Parkway
Suite 1600
Atlanta, Georgia 30339
Attn: Corporate Secretary

(On or after April 1, 2007)
3280 Peachtree I, LLC
c/o Cousins Properties, Inc.
191 Peachtree Street, Suite 3600
Atlanta, Georgia 30303-1740
Attn: Corporate Secretary

6.11 ASSIGNMENT

The interest of Coro may be assigned to a successor entity that expressly assumes and agrees to discharge the obligation of Coro hereunder; provided, however, no such assignment shall relieve Coro of its obligation to pay the Coro Contribution as provided herein. The interest of Cousins may be assigned to a successor entity that expressly assumes and agrees to discharge the obligation of Cousins hereunder; provided, however,

no such assignment shall relieve Cousins of its obligation to pay the Cousins Contribution as provided herein.

6.12 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same.

6.13 GOVERNING LAW

6.13.1 This Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflicts of laws thereof. The Parties hereby fix jurisdiction and venue for any action brought with respect to this Agreement in Fulton County, Georgia.

6.13.2 This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the Parties or any of them; provided, however, that the provisions of this Agreement shall not be amended, modified or abrogated by any rules, regulations, order or other requirements promulgated, enacted or issued by the City or any other governmental entity after the date this Agreement becomes effective.

6.14 NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on any Party. Furthermore, no Party shall have any right, power or authority to enter into any agreement or undertaking of or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other Party.

6.15 TIME OF ESSENCE

Time is and shall be of the essence in this Agreement.

6.16 WAIVER

The failure of any Party to seek redress for any violation of, or to insist upon the strict performance of, any term of this Agreement will not prevent a subsequent violation of this Agreement from being actionable by such Party.

6.17 DEFAULT AND TERMINATION OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on the Effective Date and shall expire on the date the City completes the construction and installation of the Improvements and each of Coro and Cousins has paid its respective Contribution.

6.18 SURVIVAL

The following sections of this Agreement shall survive the expiration or termination of this Agreement: last sentence of 3.3, 4.6 and 4.9.

IN WITNESS WHEREOF, this Agreement is signed, sealed and delivered as of the Effective Date.

CITY OF ATLANTA

Attest:

Municipal Clerk

Mayor Shirley Franklin

Recommended By:

Robert Hunter, Commissioner
Department of Watershed Management

Approved as to Form:

City Attorney

CORO:

**JH HOLDINGS Inc.,
a Georgia corporation**

By: _____ (affix Corporate Seal)
John Lundeen, Vice President

Attest: _____
By: Corporate Secretary

COUSINS

**3280 PEACHTREE I LLC,
a Georgia limited liability company**

By: Cousins Properties Incorporated,
a Georgia corporation, its sole member

By: _____ (affix Corporate Seal)
(print)
Its:

Attest: _____
Assistant Secretary

Exhibit A

**LEGAL DESCRIPTION
BUCKHEAD PLACE**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 61 AND 62, 17TH DISTRICT, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PEACHTREE ROAD / S.R. 141 (80' RIGHT-OF-WAY), AS LOCATED 186.20' SOUTHWESTERLY OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE (IF PROJECTED) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD / S.R. 237 (R/W WIDTH VARIES); THENCE, ALONG SAID PEACHTREE ROAD RIGHT-OF-WAY LINE THE FOLLOWING CALLS: SOUTH 54 DEGREES 18 MINUTES 02 SECONDS WEST A DISTANCE OF 225.21 FEET TO A POINT, SOUTH 52 DEGREES 15 MINUTES 14 SECONDS WEST A DISTANCE OF 49.79 FEET TO A POINT AND SOUTH 51 DEGREES 57 MINUTES 43 SECONDS WEST A DISTANCE OF 231.06 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 24 DEGREES 16 MINUTES 49 SECONDS WEST A DISTANCE OF 286.72 FEET TO A POINT; THENCE SOUTH 61 DEGREES 26 MINUTES 51 SECONDS WEST A DISTANCE OF 69.96 FEET TO A POINT; THENCE SOUTH 52 DEGREES 12 MINUTES 14 SECONDS WEST A DISTANCE OF 100.08 FEET TO A POINT; THENCE NORTH 23 DEGREES 29 MINUTES 24 SECONDS WEST A DISTANCE OF 361.19 FEET TO A POINT; THENCE NORTH 23 DEGREES 41 MINUTES 29 SECONDS WEST A DISTANCE OF 179.07 FEET TO A POINT; THENCE NORTH 23 DEGREES 14 MINUTES 24 SECONDS WEST A DISTANCE OF 59.93 FEET TO A POINT; THENCE NORTH 24 DEGREES 21 MINUTES 58 SECONDS WEST A DISTANCE OF 39.29 FEET TO A POINT; THENCE NORTH 66 DEGREES 48 MINUTES 12 SECONDS EAST A DISTANCE OF 355.46 FEET TO A POINT; THENCE NORTH 66 DEGREES 49 MINUTES 57 SECONDS EAST A DISTANCE OF 499.92 FEET TO A POINT ON SAID PIEDMONT ROAD RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING CALLS: SOUTH 21 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 207.20 FEET TO A POINT, SOUTH 21 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 25.70 FEET TO A POINT AND SOUTH 24 DEGREES 30 MINUTES 52 SECONDS EAST A DISTANCE OF 102.12 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY LINE; SOUTH 55 DEGREES 00 MINUTES 27 SECONDS WEST A DISTANCE OF 289.93 FEET TO A POINT; THENCE SOUTH 23 DEGREES 20 MINUTES 15 SECONDS EAST A DISTANCE OF 99.94 FEET TO A POINT; THENCE NORTH 54 DEGREES 42 MINUTES 24 SECONDS EAST A DISTANCE OF 100.12 FEET TO A POINT; THENCE SOUTH 23 DEGREES 49 MINUTES 25 SECONDS EAST A DISTANCE OF 300.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 571,239 SQUARE FEET OR 13.1139 ACRES AS SHOWN ON BOUNDARY SURVEY FOR BRANCH

February 9, 2004

C:\Documents and Settings\JLundeen\Local Settings\Temporary Internet Files\OLK16\03494 LEGAL2 (2).doc

DEVELOPMENT, PREPARED BY TRAVIS PRUITT AND ASSOCIATES, INC.,
DATED JANUARY 14, 1994 AND LAST REVISED APRIL 18, 1994.

February 9, 2004

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Internet Files\OLK16\03494 LEGAL2 (2).doc

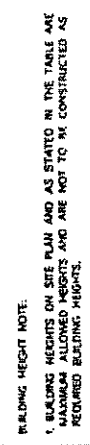
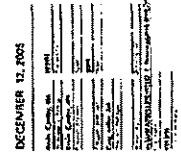
EXHIBIT "B"

LEGAL DESCRIPTION OF COUSINS PROJECT

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 61 and 62 of the 17th District, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the easterly right of way of Piedmont Road (having a variable right of way) with the northerly right of way of Peachtree Road (having a variable right of way), if the right of ways were extended to intersect; Thence from said point and running North 24° 31' 46" West, 74.12 feet to a PK nail found at the northwesterly corner of the northerly mitered intersection of Piedmont Road and Peachtree Road, and the **TRUE POINT OF BEGINNING**; Thence from said True Point of Beginning, and running along the easterly right of way of Piedmont Road the following calls and distances: North 24° 31' 46" West, 316.17 feet to a point; Thence 428.50 feet along the arc of a curve deflecting to the right and having a radius of 8,044.51 feet and a chord bearing and distance of North 23° 00' 12" West, 428.45 feet to a point; Thence North 21° 28' 39" West, 15.21 feet to a point located at the intersection of said right of way of Piedmont Road and the southerly right of way of Tower Place Drive (a private drive); Thence leaving said right of way of Piedmont Road, run along the southerly right of way of Tower Place Drive, North 60° 19' 47" East, a distance of 326.40 feet to a point; Thence continuing along said right of way of Tower Place Drive, run North 60° 19' 39" East a distance of 363.09 feet to a point; Thence leaving said Tower Place Drive, run South 13° 14' 05" West a distance of 70.94 feet to a point; Thence run South 58° 01' 43" East a distance of 131.51 feet to a point; Thence run along the face of a Multi-Story Parking Deck South 31° 58' 33" West a distance of 214.19 feet to a point; Thence leaving the face of said Parking Deck, run South 47° 11' 59" East a distance of 123.01 feet to a point; Thence run North 31° 59' 00" East a distance of 17.30 feet to a point; Thence run South 58° 01' 43" East a distance of 415.62 feet to a point on the northerly right of way of Peachtree Road; Thence run along said right of way the following courses and distances: 148.33 feet along the arc of a curve deflecting to the right and having a radius of 555.93 feet and a chord bearing and distance of South 48° 17' 50" West, a distance of 147.89 feet to a point; Thence run South 55° 56' 25" West a distance of 8.89 feet to a point; Thence leaving said right of way, run 102.32 feet along the arc of a curve deflecting to the left and having a radius of 72.50 feet and a chord bearing and distance of North 14° 19' 19" West, 94.03 feet to a point; Thence run North 54° 45' 05" West a distance of 69.18 feet to a point; Thence run 16.72 feet along the arc of a curve deflecting to the left and having a radius of 14.50 feet and a chord bearing and distance of North 87° 47' 53" West, 15.81 feet to a point; Thence run 58.87 feet along the arc of a curve deflecting to the right and having a radius of 84.82 feet and a chord bearing and distance of South 79° 02' 27" West, 57.69 feet to a point; Thence run North 47° 12' 00" West, a distance of 93.50 feet to a point; Thence run North 42° 48' 00" East, a distance of 39.52 feet to a point; Thence run North 44° 18' 31" West, a distance of 165.97 feet to a point; Thence run South 42° 47' 44" West, a distance of 157.99 feet to a point; Thence run South 62° 48' 00" West, a distance of 147.64 feet to a point; Thence South 27° 12' 00" East, 204.50 feet to a point; Thence North 62° 48' 00" East, 26.00 feet to a PK nail found; Thence South 27° 12' 00" East, 75.00 feet to a point; Thence North 62° 48' 01" East, 74.50 feet to a point; Thence South 27° 12' 00" East, 141.79 feet to a point on

the northerly right of way of Peachtree Road; Thence along said northerly right of way South 55° 56' 25" West, 304.27 feet to a point on the mitered intersection of Peachtree Road and Piedmont Road; Thence along said miter North 74° 20' 32" West, 95.82 feet to a PK nail and the **TRUE POINT OF BEGINNING**; said land being shown as "Phase I Office Tower" and "Future Development Parcel", and containing an aggregate of 407,902 square feet or 9.3641 acres, more or less, according to "ALTA/ACSM Land Title Survey for 3280 Peachtree I LLC, 3280 Peachtree II LLC, Cousins Properties Incorporated, P&L City Center, LLC, WN City Center, L.P., Guaranty Bank, and Chicago Title Insurance Company," dated September 1, 2004, revised February 28, 2005, prepared by TerraMark, Inc., under the seal and certification of William C. Wohlford, Jr., Georgia Registered Land Surveyor No. 2577; which survey is incorporated herein and made a part hereof by reference.



TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Middleton



Contact Number: 6207

Originating Department: Watershed Management


Committee(s) of Purview: City Utilities

Council Deadline: February 26, 2007

Committee Meeting Date(s): March 13, 2007

Full Council Date: March 19, 2007

Commissioner Signature

 3.9.07


CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THIRD PARTY COST SHARING AGREEMENT WITH JH HOLDINGS, INC. AND 3280 PEACHTREE I, LLC, TO CONSTRUCT THE SEWER SYSTEM IN THE REVITALIZATION AREA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2J28 (2004 WATER & WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q38102739999 (SEWER GROUP ONE REHABILITATION); AND FOR OTHER PURPOSES.

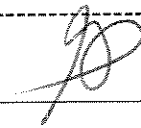
FINANCIAL IMPACT (if any) \$266,667.00 approximately

Mayor's Staff Only

Received by Mayor's Office:

3-15-07 
(date)

Reviewed by:



Submitted to Council:

3/15/07
(date)